

MEMORANDUM



Date: September 04, 2007
To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners
From: George W. Burgess
County Manager

Agenda Item No. 8(J)3a

Subject: Amendment to a Professional Service Agreement to Provide Construction, Engineering and Inspection Services; Project No.: TA00-BW2; Contract No.: TA00-BW2

Recommendation

The attached Amendment No: 1 to the Professional Services Agreement between PISTORINO & ALAM CONSULTING ENGINEERS and Miami-Dade County has been prepared by Miami-Dade Transit (MDT) and is recommended for approval.

AMENDMENT NUMBER: 1

Scope

PROJECT NAME: Busway Extension to Florida City-Phase II (Segments I & II) and the US-1 Reconstruction

PROJECT NO: TA00-BW2

CONTRACT NO: TA00-BW2

PROJECT DESCRIPTION: The Construction, Engineering & Inspection services to be rendered by the consultant will include but not be limited to: providing resident engineer services; processing shop drawings; negotiating change proposals; monitoring schedules; processing payments and project close-out; ensuring compliance with quality control, testing and safety procedures; analyzing construction claims and providing recommendations to the County; ensuring coordination and compliance with the Federal Transit Administration, the Federal Highway Administration and the Florida Department of Transportation requirements and performing any other project related tasks, as may be required.

PROJECT LOCATION: Busway Phase-II Segment I: five miles of roadway construction extends from SW 112th Avenue to SW 264th Street; Segment II: 6.48 miles of roadway construction extends from SW 264th Street to SW 344th Street. These segments will be continuation of the US-1 Exclusive Bus lanes Corridor, which extends from Dadeland South Metrorail Station to SW 112th Avenue. The US-1 Reconstruction project extends from SW 112th Street to SW 266th Street.

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

OCI A&E PROJECT NUMBER: E00-MDTA-01

USING DEPARTMENT: Miami-Dade Transit

MANAGING DEPARTMENT: Miami-Dade Transit

Fiscal Impact / Funding Source

AMENDMENT FUNDING SOURCE: 100% Federal Transit Administration (FTA)

PTP FUNDING: No

GOB FUNDING: No

AMENDMENT DESCRIPTION: This amendment includes changes in the original scope of work requested by the South Florida Water Management District (SFWMD), the City of Homestead, the municipality of Florida City, the Miami-Dade County (MDC) ADA Office, FDOT and MDT; the discovery of arsenic-contaminated soil in Segment II and hurricane delays resulted in an increase in the construction contract duration that would require additional extended services by Pistorino & Alam Consulting Engineers, assigned to perform Construction Engineering & Inspection (CE&I) services. The significant re-designs performed by Metric Engineering, the design consultant, included additional construction provisions due to remediation of arsenic-contaminated soils and changes to the drainage system. In addition, the changes in the proposed scope of work included the addition of seepage trenches, audible pedestrian signals and traffic signals for portions of Segments I South, I North & II.

The SFWMD requested the installation of these additional seepage trenches to improve the area drainage. The MDC ADA office requested the installation of the audible pedestrian signals to improve the safety conditions for the sight-impaired transit patrons. FDOT and MDT requested the installation of intersection traffic signals to improve the traffic flow as a result of the latest updated vehicular traffic counts. Re-designs requested by SFWMD were performed by Metric Engineering.

MONETARY JUSTIFICATION: This amendment is required to compensate the consultant to provide additional construction engineering and inspection (CE&I) services to oversee the following three (3) categories of change work:

Unforeseen Conditions (\$356,842.00)

The unforeseen conditions included the discovery of arsenic-contaminated soil that had to be remediated; the various utility conflicts and the hurricane delays.

Additional work requested by other agencies (\$149,376.00)

The work requested by other agencies included two (2) additional bus shelters at SW 328 Street (Florida City) and the additional seepage trenches (South Florida Water Management District – SFWMD)

Additional work requested by MDT (\$323,647.00)

The work requested by MDT included the additional traffic signalization at six (6) road intersections (SW 252 St.; 260 St.; 264 St.; 328 St.; 336 St. & 344 St.) to satisfy the latest traffic count data; the audible pedestrian signals to satisfy the American with Disabilities Act (ADA) concerns and the drainage system improvements.

The original PSA not-to-exceed amount was approved for \$7,246,617 and included an Allowance Account of \$474,892 with a completion date of July 28, 2007. The additional cost to complete the CE&I services through March 31, 2008

is approximately \$829,865. It is anticipated that \$374,892 will be expended from this original Allowance Account and the remaining amount of \$100,000, of which \$87,862.50 has been expended, will leave a balance of \$12,137.50 available for any future unforeseen changes. Therefore, the additional cost to be added to the original PSA amount is \$454,973 (\$829,865 minus \$374,892). It is hereby recommended that the revised PSA not-to-exceed amount be increased to \$7,701,590.

TIME JUSTIFICATION:

The original completion date for the Segment II contract was January 5, 2005 with an original construction duration of 420 calendar days. However, this end date of January 5, 2005 was impacted due to the re-sequencing of the construction phases and various re-designs. As a result of all the above described changes, the project construction duration was increased to 640 calendar days (220 days longer than originally planned). After completing all the necessary re-designs and revisions (as stated under the amendment description section), the revised Segment II construction contract was advertised for re-bid on April 11, 2005. Central Florida Equipment Rentals (CFER) was the low bidder and the Notice to Proceed (NTP) was issued to the contractor on October 17, 2005 with a duration of 640 calendar days which resulted in a contract completion date of July 19, 2007. During the period from January 5, 2005 through October 17, 2005, since there was no construction activity taking place, the CE&I staff was reduced to a bare minimum to provide support services during the re-designs for this Segment II. After the NTP for Segment II was given to CFER, the consultant fully increased his staff in order to provide the required CE&I services. After the NTP was given to the contractor, the unexpected weather delays for the 2005 hurricane season and the presence of unforeseen underground utilities caused another delay of an additional 56 calendar days. The latest anticipated substantial completion date for this project is now November 30, 2007.

As a result of the above described contract delays that included Segment I North cable barrier change work, Segment II re-designs, re-bidding & increased construction contract duration, hurricane days and utility conflicts, the CE&I staff had to provide services for a longer duration than originally anticipated. Although the CE&I services duration increased by 41.6%, the resultant corresponding cost resulted in an increase of only 6.3%.

The original expiration date for this PSA was July 28, 2007. As a result of all the above described changes, it is recommended that this PSA expiration date be extended to March 31, 2008 in order for the CE&I consultant to properly provide services and completely close-out this contract. Currently, the latest anticipated substantial completion date for this project is now November 30, 2007.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Amendment Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Amendment</u>
BASE:	\$6,771,725.00	\$0.00	\$454,973.00	\$7,226,698.00	\$6,771,725.00	\$454,973.00
CONTINGENCY:	\$474,892.00	\$0.00	\$0.00	\$474,892.00	\$87,862.50	\$387,029.50
DEDICATED:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTALS:	\$7,246,617.00	\$0.00	\$454,973.00	\$7,701,590.00	\$6,859,587.50	\$842,002.50

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Amendment Duration</u>	<u>Current Totals</u>
BASE DURATION:	1825	0	256	2081
CONTINGENCY:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL DURATION:	1825	0	256	2081

INITIATING FACTOR(S) FOR AMENDMENT

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
<u>Other</u>	\$454,973.00	<u>256</u>
Total:	\$454,973.00	

Track Record / Monitor

PERFORMANCE RECORD: To date, Pistorino & Alam Consulting Engineers have performed in a satisfactory manner.

PRIME CONSULTANT: PISTORINO & ALAM CONSULTING ENGINEERS

COMPANY PRINCIPAL: Mr. Nasir Alam, P.E., CEO and Treasurer, Mr. John Pistorino, P.E., President

COMPANY QUALIFIERS: John Pistorino, P.E.

COMPANY EMAIL ADDRESS: jpistorino@pistorinoalam.com

COMPANY STREET ADDRESS: 7171 SW 62nd Avenue, Fourth Floor

COMPANY CITY-STATE-ZIP: Miami, FL 33143

YEARS IN BUSINESS: 15

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: Eleven agreements for \$8,546,446.

SUBCONSULTANTS: PBS&J
PBQD
Civil Works, Inc.
Weidener Surveying & Mapping, P.A.
The Architects Hall Designer, Inc.
Nova Consulting, Inc.
Rosenberg Design Group, Inc.
Kaderabek & Barreiro Consultants, Inc.

CONTRACT MANAGER NAME/PHONE/EMAIL: Surinder Sahota (305) 375-2180 sahota@miamidade.gov

PROJECT MANAGER NAME/PHONE/EMAIL: Hossin Habibnejad (305) 375-2180 hossinh@miamidade.gov

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Background

BACKGROUND:

The original PSA was approved by the County Manager on July 26, 2002. The Notice-to-Proceed (NTP) was issued to Pistorino & Alam Consulting Engineers on August 15, 2002. The original construction sequence stipulated by MDT was to construct Segment I South (from SW 232nd St. to 264th St.) first followed by Segment I North (from SW 200th St. to 232nd St.) and finally Segment II (from SW 264th St. to 344th St.) concurrently. In November, 2003 the discovery of the presence of arsenic-contaminated soil in Segment II section of the project required significant re-design and re-sequencing of the construction phases. As a result, Segment I North and Segment II, as previously planned, could not be constructed concurrently and the Segment II (6.5 miles) portion of the project was delayed due to re-design. The Segment 1 South portion was completed on May 4, 2004. The Segment 1 North portion was completed on July 14, 2005. The Segment 2 portion is currently under construction and is expected to be substantially completed by November 30, 2007.

BUDGET APPROVAL
FUNDS AVAILABLE:

 6/6/07
OSBM DIRECTOR DATE

APPROVED AS TO
LEGAL SUFFICIENCY:

 6/6/07
COUNTY ATTORNEY DATE

CAPITAL
IMPROVEMENTS
CONCURRENCE:

 070607
OCI DIRECTOR DATE

 7-6-7
ASSISTANT COUNTY MANAGER DATE

CLERK DATE

DATE

STRATEGIC AREA: Transportation
DEPARTMENT: Transit

***** FUNDED PROJECTS *****
(dollars in thousands)

CONTINGENCY

PROJECT # 674960

DESCRIPTION: Provide contingency funding for capital projects

LOCATION: Countywide
Countywide

DISTRICT LOCATED: Countywide
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
FTA Section 5307/5309 Formula Grant	0	0	985	1,000	1,000	1,000	1,000	1,000	5,985
Capital Impr. Local Option Gas Tax	0	0	0	65	750	650	0	0	1,465

TOTAL REVENUE:	0	0	985	1,065	1,750	1,650	1,000	1,000	7,450
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Project Contingency	0	0	985	1,065	1,750	1,650	1,000	1,000	7,450

TOTAL EXPENDITURES:	0	0	985	1,065	1,750	1,650	1,000	1,000	7,450
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DONATION SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
FDOT Toll Revenue Credits	0	250	250	250	250	250	250	0	1,500

TOTAL DONATION:	0	250	250	250	250	250	250	0	1,500
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SOUTH MIAMI-DADE BUSWAY EXTENSION - PHASE II

PROJECT # 6735281

DESCRIPTION: Construct Phase II of the South Miami-Dade Busway project, which will continue south from the Cutler Bay existing busway terminus to a new busway terminus in Florida City

LOCATION: South Miami-Dade County
Countywide

DISTRICT LOCATED: 8, 9
DISTRICT(s) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$1,670

REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
FTA Section 5309 Discretionary Grant	81,174	0	0	0	0	0	0	0	81,174
FDOT Funds	25,478	0	0	0	0	0	0	0	25,478

TOTAL REVENUE:	106,652	0	0	0	0	0	0	0	106,652
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EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Land/Bldg. Acquisition	24,053	0	0	0	0	0	0	0	24,053
Planning and Design	6,888	0	0	0	0	0	0	0	6,888
Construction	57,398	13,703	0	0	0	0	0	0	71,101
Other	3,806	804	0	0	0	0	0	0	4,610

TOTAL EXPENDITURES:	92,145	14,507	0	0	0	0	0	0	106,652
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DONATION SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
FDOT Toll Revenue Credits	20,294	0	0	0	0	0	0	0	20,294

TOTAL DONATION:	20,294	0	0	0	0	0	0	0	20,294
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Sahota, Surinder (MDTA)

From: Fernandez, Francisco (MDTA)
Sent: Thursday, December 07, 2000 2:32 PM
To: Alexander, Betty (DBD) (305) 349-5954
Cc: Crespo-Tabak, Sylvia (MDTA); Sahota, Surinder (MDTA); Castro, Angel (MDTA)
Subject: 17% DBE Goal for the Revised Scope of Work on Phase II of the CE&I for the Busway, TA00-BWX-2

On February 28, 2000 I sent you a memo setting the DBE goal for the Busway Phase II CE&I, TA00-BWX-2, at 17%. A project worksheet concurring with our decision was issued on 4/6/00. Since then the scope of work for this project has expanded and will result in an additional \$1,290,000 in work being performed. Consequently, the new estimate for this project is now \$6,690,000.

The additional work involves several disciplines in which there is ample DBE availability, (Surveying, Inspection Services and Structural Engineering) . Consequently, the 17% DBE goal previously set will also apply to the new work and the goal for the entire project remains at 17%.

If you have any questions, please don't hesitate to contact me.



MEMO 17% Busway
Phase 2 TA00-B...

Find Contracts With Search String ==>

Status View

Exit

Projects

Goto Bottom



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

All Contracts for FEIN 592686532

PISTORINO & ALAM CONSULTING ENGINEERS

DST DPT Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	% Complete / Status
6 BL E06-BL-01	Structural and Building Plans	Miami International Airport	10/22/2009	\$1,000,000	10% / On Schedule
0 MT TA00-BW2	Busway Extension to Florida Ci	Busway Phase-II Segment I: fi	4/10/2008	\$7,226,698	80% / On Schedule
0 MT TA00-TPS-10	Miscellaneous Engineering Serv	Countywide	8/27/2005	\$860,000	100% / Work Complete Pending Close-O
0 AV EDP: EDP-AV-C-EF 357-3			N/A	\$0	0% / N/A
0 AV EDP: EDP-AV-SR-EF 357-3			N/A	\$0	0% / N/A
0 AV EDP: EDP-AV-SR- EF357.1			N/A	\$0	0% / N/A
0 AV EDP: EDP-AV-SR- EF357.2			N/A	\$0	0% / N/A
0 BC EDP: EDP-BC-SR- BCPROD05			N/A	\$0	0% / N/A
0 BC EDP: EDP-BC-SR- BCPROD05-2			N/A	\$0	0% / N/A
0 BC EDP: EDP-BC-SR- BCPROD05-3			N/A	\$0	0% / N/A
0 BC EDP: EDP-BC-SR- BCPROD05-4			N/A	\$0	0% / N/A
0 PR EDP: EDP-PR- HURRICANE DAMAGE 1			N/A	\$0	0% / N/A
0 WS EDP: EDP-WS-SR-10			N/A	\$0	0% / N/A
Totals:			13	\$9,086,698	

* Contracts with Green Name are PSA Agreements

Status View

Exit

Projects

Goto Top



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Transit

Project Evaluation

Evaluation Type: Standard Evaluation

Contract:	TA00-BW2	Work Order No:	N/A
Contract Name:	Busway Extension to Florida City-Phase II (Segments I & II) and the US-1 Reconstruction		
Award Amount:	\$7,226,698.00	Contact:	Surinder Sahota (305) 375-2180
Contract Type:	PSA		
Contractor Consultant:	PISTORINO & ALAM CONSULTING ENGINEERS	FEIN:	592686532

Evaluator ID: nhoo

Date: 6/6/2007

Period: Interim

	Rating *					Criteria
	4	3	2	1	N/A	
1-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Vision - Design - Concepts or adherence to criteria.
4-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Commitment - Intangibles & contribution to project success.
10-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Personnel - Quality and dedication of project staff.
11-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Management - Leadership ability.
12-	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Quality - Work performed correctly the first time.

Overall Performance Average: 3.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Neville G. Hoo at Phone# (305) 375-4581

Evaluation Reviewed by: Supervisor ☐ Division Chief ☒ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☒ Fax ☐ Hand ☐

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(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to: Enrique Zuniga, P.E.

* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information

FIRST SUPPLEMENTAL AGREEMENT TO A PROFESSIONAL
SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND PISTORINO AND ALAM CONSULTING ENGINEERS
CONTRACT NO. TA00-BW2

This First Supplemental Agreement is made and entered into as of the ____ day of _____, 2007 by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Pistorino and Alam Consulting Engineers, (hereinafter referred to as the CONSULTANT).

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on July 29, 2002 entered into a Professional Services Agreement with Pistorino and Alam Consulting Engineers to provide construction engineering and inspection services for the construction of the Busway Extension to Florida City and US-1 reconstruction (Segments 1 South, 1 North and II – from SW 200th Street to SW 344th Street).

WHEREAS, the parties wish to make certain revisions in the agreement as provided below.

NOW THEREFORE, BE IT RESOLVED, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

SECTION IV. COMPENSATION

PARAGRAPH C, REIMBURSABLE (DIRECT) EXPENSES

"The maximum compensation for reimbursable (direct) expenses including surveying services for the consultant shall be revised from \$996,039 to \$1,058,171... The

maximum compensation for reimbursable (direct) expenses including all the sub-consultants shall be revised from \$1,122,097 to \$1,097,640."

SECTION IV. COMPENSATION

PARAGRAPH E, MAXIMUM COMPENSATION

"The total maximum compensation for these services included shall be revised from \$6,771,725 to \$7,226,698.00 ... The established Contingency Allowance Account shall remain at \$474,892 ... The total compensation including the allowance account shall be revised from \$7,246,617 to \$7,701,590."

SECTION XII. SUBCONTRACTING

PARAGRAPH A, SUBCONSULTANTS

"... The maximum compensation for burdened direct labor for all the Sub-consultants (computed as direct labor times overhead) shall be revised from \$2,257,374 to \$2,516,998..."

SECTION XV. DURATION OF AGREEMENT

Delete "five (5) years" and insert "five years and eight months(2,081) days"

OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 20% DBE goal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the date and year first above written.

(OFFICIAL SEAL)

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

BY: _____
County Manager

Witnesseth:

Pistorino and Alam
Consulting Engineers

By: _____
(Signature of President or other
authorized representative and
capacity)

Approved by County Attorney as
to form and legal sufficiency.
